

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
DIVISION
CASE NO.:

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CATHERINE N. KIDD,

Defendant.

COMPLAINT

The United States of America, acting herein by THOMAS E. SCOTT, United States Attorney for the Southern District of Florida, alleges as follows:

1. This action is brought by the United States of America, with jurisdiction provided by 28 U.S.C. § 1345.
2. The defendant is a resident of the Southern District of Florida.
3. The defendant is indebted to the plaintiff in the principal amount of \$9849.01, plus interest on this principal amount computed at the rate of 7. percent per annum in the amount of \$9112.44, plus interest thereafter on this principal from October 5, 1999 until the date of judgment, plus administrative fees, costs, and penalties in the amount of \$.00. See Exhibit A attached hereto and incorporated herein.

4. Demand has been made upon the defendant by plaintiff for the sum due, but the amount due remains unpaid.

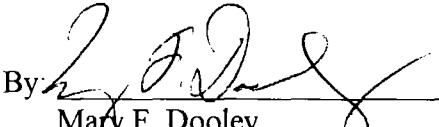
WHEREFORE, plaintiff prays judgment against the defendant for the total of \$18961.45, plus interest at 7 percent per annum on the principal amount of \$9849.01, from October 5, 1999 to the date of judgment, plus costs. Plaintiff further demands, pursuant to 28 U.S.C. § 1961, that interest on the judgment be at the legal rate until paid in full.

Notice is hereby given to the defendant that the plaintiff intends to seek satisfaction of any judgment rendered in its favor in this action from any debt accruing.

Dated at Miami, Florida on this 8 day of October, 1999.

Respectfully submitted,

THOMAS E. SCOTT
United States Attorney

By: 

Mary F. Dooley
Assistant U.S. Attorney
Florida Bar No. [#]A5500282
99 N.E. 4th Street,
Suite 300
Miami, FL 33132
Tel No. 305-961-9377
Fax No. 305-530-7195

**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Catherine N. Kidd
898 NW 33rd AVE.
Ft. Lauderdale, FL 33311
SSN: 258561418

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below, plus additional interest from 04/30/99.

On or about 03/05/79, 05/14/79, 07/16/79, 04/22/80, 06/23/80, 09/25/80, 03/16/81, and 07/21/81, the borrower executed promissory note(s) to secure the loan(s) of \$600.00, \$600.00, \$800.00, \$767.00, \$767.00, \$766.00, \$2500.00, and \$2500.00 from Southeast First National Bank of Miami, Miami, FL at 7.00 percent interest per annum. This loan obligation was guaranteed by the Florida Department of Education, Office of Student Financial Assistance and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$120.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 03/01/84, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$9849.01 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 02/20/98, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of those payments, the borrower now owes the United States the following:

Principal:	\$9849.01
Interest:	\$8814.00
Administrative Costs:	\$0.00
Late fees:	\$0.00

Total debt as of 04/30/99: \$18,663.01

Interest accrues on the principal shown here at the rate of \$1.89 per day.

Pursuant to 28 U.S.C. S 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5/12/99
Date

Name: Catherine Kidd
Loan Analyst, Litigation Branch



FSFACT 227-A

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304				LENDER S E FIRST NATL BANK OF MIAMI CITY MIAMI
PROMISSORY NOTE WITH DISCLOSURE				STATE FL
THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION	DATE FINANCE CHARGES BEGIN TO ACCRUE 03/05/79	AMOUNT FINANCED \$ 587.76	DOCUMENTARY STAMP TAX \$.90	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS) \$ 11.34
			A) PRIOR TO BEGINNING OF REPAYMENT PERIOD	AMOUNT OF LOAN \$ 600.00
ANNUAL PERCENTAGE RATE		1/2 %	B) DURING REPAYMENT PERIOD	7%

I, CATHERINE N KIDD, 258-56-1418, hereinafter called the "maker," promise to pay SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," located at 100 SOUTH BISCAYNE BOULEVARD, MIAMI, FL, the sum of \$ 600.00 to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in accordance with the Act, Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after the date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period but no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during a 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment of the loan, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be made in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay to the Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments cover the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redisbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not disbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by The Sum of Digits Formula (rule of 78ths). Pro-rata Other/Idem.

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment is made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least part-time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after the due date.

SIGNATURE (MAKER) <i>Catherine N. Kidd</i>	ADDRESS 898 NW 33RD AVE FT LAUDERDALE FL 33311	DATE 03/05/79
SIGNATURE (CO-MAKER)	ADDRESS	DATE

NOTICE: THIS NOTE SHALL BE EXECUTED WITHOUT SECURITY. THE LENDER SHALL SUPPLY A COPY OF THIS NOTE WITH DISCLOSURE

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Market-
ing Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 3/80

SOUTHEAST FIRST NATIONAL BANK OF MIAMI

FRANK R. ZICHOS, JR.

By

(Name and Title of Endorser)

Frank R. Zichos, Jr.

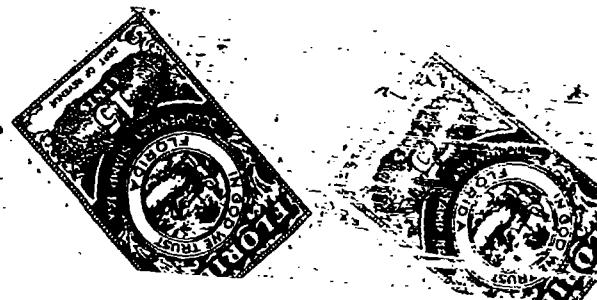
Signature

"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on us,
or any of us."

Student Loan Marketing Association

Name of Lender

Larry Kleeberg
By: _____
Larry Kleeberg, Operations Officer
Name & Title of Authorized Officer
Date: _____



FSFAC #2

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE				LENDER S E FIRST NATL BANK OF MIAMI CITY MIAMI STATE FL
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION) →	DATE FINANCE CHARGES BEGIN TO ACCRUE.. →	AMOUNT FINANCED \$ 588.27	DOCUMENTARY STAMP TAX \$.90	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS) \$ 10.83
ANNUAL PERCENTAGE RATE →		A) PRIOR TO BEGINNING OF REPAYMENT PERIOD 1/2 %		B) DURING REPAYMENT PERIOD 7%
				AMOUNT OF LOAN \$ 600.00

I, CATHERINE N KIDD 258-56-1418, SOUTHEAST FIRST NATIONAL BANK OF MIAMI, 100 SOUTH BISCAYNE BOULEVARD MIAMI FL,

hereinafter called the "maker," promise to

hereinafter called the "lender," loc

the sum of \$ 600.00 to the exte

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after the date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period but in no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during a 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment of the loan, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments over the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redisbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not disbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by the Sum of Digits Formula (rule of 78ths). Pro-rata Other (Indicate)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full time academic load, or (B) pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner. (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment is made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of a loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

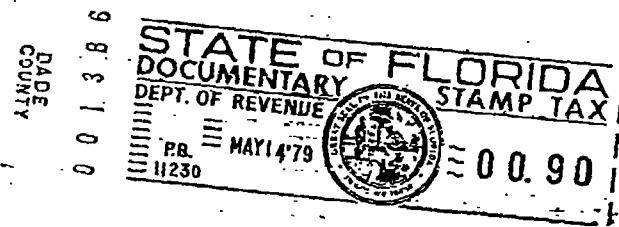
(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon is the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after the due date.

SIGNATURE (MAKER) <i>Catherine N. Kidd</i>	ADDRESS 898 NW 33RD AVE FT LAUDERDALE FL 33311	DATE 05/14/79
SIGNATURE (CO-MAKER)	ADDRESS	DATE



Signature	
By <u>FRANK R. ZICHOS, JR.</u>	
(Name and Title of Endorser)	
SOUTHEAST FIRST NATIONAL BANK OF MIAMI	
First National Bank of Miami dated <u>3/26</u>	
Agreement between SLMIA and Southeast	
except as provided in Section 9 of the Loan Sale	
is hereby assigned to the Student Loan Market-	
ing Association (SLMA) without recourse ex-	
cept as provided in Section 9 of the Loan Sale	
Agreement between SLMIA and Southeast	
First National Bank of Miami dated <u>3/26</u>	
SOUTHEAST FIRST NATIONAL BANK OF MIAMI	
By <u>FRANK R. ZICHOS, JR.</u>	
(Name and Title of Endorser)	

Name of Lender Frank R. Zichos, Jr.

Date: 3/26/00

Name of Title of Authorized Officer Frank R. Zichos, Jr.

By: Frank R. Zichos, Jr.

"Pay to the order of the Florida Student Financial

Assistance Commission, willfully recourse on the

or any of us."

Student Loan Marketing Association

FSFAC - 20

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE				LENDER S E FIRST NATL BANK OF MIAMI CITY MIAMI STATE FL
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION) →	DATE FINANCE CHARGES BEGIN TO ACCRUE 07/16/79	AMOUNT FINANCED \$ 785.03	DOCUMENTARY STAMP TAX \$ 1.20	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS) \$ 13.77
ANNUAL PERCENTAGE RATE →		A) PRIOR TO BEGINNING OF REPAYMENT PERIOD 1/2 %		B) DURING REPAYMENT PERIOD 7%
				\$ 800.00

I, CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to
 SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," loc
100 SOUTH BISCAYNE BOULEVARD MIAMI FL, the sum of \$ 800.00 to the ext

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all
 able attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to
 from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of
 as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be const
 the light of the Act, Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months at
 date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such inst
 and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period
 no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, duw
12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, pr
 that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment
 loan, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to th
 mencent of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the
 repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be in
 periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the b
 agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the
 repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay
 Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments c
 the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instr
 issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redisbursement to the maker in acc
 with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow
 account but not disbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of
 prepayment, the maker shall be entitled to rebate of unearned interest computed by the Sum of Digits Formula (rule of 78ths). Pro-rata Other (Id

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in wh
 maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by
 Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three
 during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period
 in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker
 as a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment is
 made.

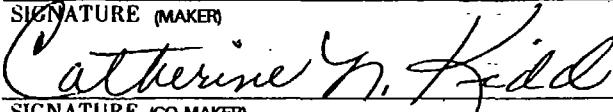
(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the
 ment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all
 loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment
 on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon
 the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regi
 issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least
 time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days a
 due date.

SIGNATURE (MAKER) 	ADDRESS 898 NW 33RD AVE FT LAUDERDALE FL 33311	DATE 07/16/79
SIGNATURE (CO-MAKER)	ADDRESS	DATE

NOTICE: THIS NOTE SHALL BE EXECUTED WITHOUT SECURITY. THE LENDER SHALL SUPPLY A COPY OF THIS NOTE WITH DISCLOSURE

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Marketing
Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 3/80

~~SOUTHEAST FIRST NATIONAL BANK OF MIAMI~~

By FRANK R. ZICHOS, JR.

(Name and Title of Endorser)

Frank R. Zichos, Jr.

Signature

"Pay to the order of the Florida Student Finance
Assistant Commission, without recourse on
or any of us."

Student Loan Marketing Association

Name of Lender

Larry Kleberg

By:

Larry Kleberg, Operations Officer
Name & Title of Authorized Officer

Date: 03/01/83



000
421
DADE COUNTY

R 22

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION
 ROOM 563 KNOTT BUILDING
 TALLAHASSEE, FLORIDA 32304
 PROMISSORY NOTE WITH DISCLOSURE

LENDER
S E FIRST NAT'L BANK OF MIAMI
 CITY **MIAMI** STATE **FL**

(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE	AMOUNT FINANCED	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS)	AMOUNT OF LOAN
	04/22/80	\$ 756.78	\$ 1.20	\$ 9.02	\$ 767.00
ANNUAL PERCENTAGE RATE		A) PRIOR TO BEGINNING OF REPAYMENT PERIOD 1/2 %			B) DURING REPAYMENT PERIOD 7%

I. CATHERINE N KIDD 258-56-1418

SOUTHEAST FIRST NATIONAL BANK OF MIAMI
 100 SOUTH BISCAYNE BOULEVARD MIAMI

FL

, hereinafter called the "maker," promise to

hereinafter called the "lender," loc

the sum of \$ 767.00 to the exte

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations;

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after the date on which the maker ceases to carry, at an eligible institution, at least one-half the normal full-time academic work load, as determined by such institution, and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period, but in no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during a 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may, at any time, prior to the total repayment of the loan, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay the Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments over the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for redisbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not disbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by the Sum of Digits Formula (rule of 78ths). Pro-rata Other (See Note)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment is made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a full-time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after the due date.

SIGNATURE (MAKER)	ADDRESS	DATE
<i>X Catherine N. Kidd</i>	898 NW 33 AVE FT LAUDERDALE FL 33311	04/22/80
SIGNATURE (CO-MAKER)	ADDRESS	DATE

NOTICE: THIS NOTE SHALL BE EXECUTED WITHOUT SECURITY. THE LENDER SHALL SUPPLY A COPY OF THIS NOTE WITH DISCLOSURE.

All right, title and interest of the undersigned is hereby assigned to the Student Loan Marketing Association (SLMA) without recourse except as provided in Section 9 of the Loan Sale Agreement between SLMA and Southeast First National Bank of Miami dated 12/14/81

SOUTHEAST FIRST NATIONAL BANK OF MIAMI
By **ALLEN M. STEWART** TL

(Name and Title of Endorser)

Signature

"Pay to the order of the Florida Student Financial Assistant Commission, without recourse on us, or any of us."

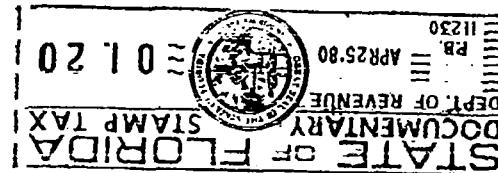
Student Loan Marketing Association

Name of Lender

By:

Larry Kleberg Operations Officer
Name & Title of Authorized Officer

Date:



DADE
COUNTY
0 2 0
0 3 3

227

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304				LENDER S E FIRST NATL BANK OF MIAMI CITY MIAMI STATE FL	
PRONISSORY NOTE WITH DISCLOSURE					
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE → 06/23/80	AMOUNT FINANCED \$ 757.42	DOCUMENTARY STAMP TAX \$ 1.20	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS) \$ 8.38	AMOUNT OF LOAN \$ 767.00
ANNUAL PERCENTAGE RATE		A) PRIOR TO BEGINNING OF REPAYMENT PERIOD 1/2 %		B) DURING REPAYMENT PERIOD 7%	

I. CATHERINE N KIDD 258-56-1418

SOUTHEAST FIRST NATIONAL BANK OF MIAMI

100 SOUTH BISCAYNE BOULEVARD MIAMI

FL

, hereinafter called the "maker," promise to p

hereinafter called the "lender," local

the sum of \$ 767.00 to the exten

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in accordance with the Act, Applicable State Law and Federal and State Regulations.

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after the date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution, and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period but no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during a 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment of the loan, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be made in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay to the Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments cover the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent on behalf of the maker, for redisbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to the escrow account but not disbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by the Sum of Digits Formula (rule of 78ths) Pro-rata Other (Identify).

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment may be made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a part-time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after the due date.

SIGNATURE (MAKER) X Catherine N. Kidd	ADDRESS 898 NW 33 AVE FT LAUDERDALE FL 33311	DATE 06/23/80
SIGNATURE (CO-MAKER)	ADDRESS	DATE

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Market-
ing Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 12/14/81

SOUTHEAST FIRST NATIONAL BANK OF MIAMI
By ALLEN M. STEWART, ILO

(Name and Title of Endorser)

Allen M. Stewart
Signature

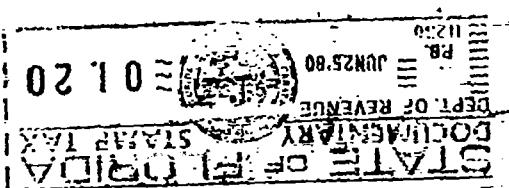
"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on us,
or any of us."
Student Loan Marketing Association

Name of Lender

By:

Larry Keeberg/Operations Officer
Name & Title of Authorized Officer

Date:



227

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE				LENDER S E FIRST NAT'L BANK OF MIAMI
				CITY MIAMI
				STATE FL
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE 09/25/80	AMOUNT FINANCED \$ 757.40	DOCUMENTARY STAMP TAX \$ 1.20	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS) \$ 7.40
		A) PRIOR TO BEGINNING OF REPAYMENT PERIOD 1/2 %		\$ 766.00
ANNUAL PERCENTAGE RATE		B) DURING REPAYMENT PERIOD		7%

I. CATHERINE N KIDD 258-56-1418
SOUTHEAST FIRST NATIONAL BANK OF MIAMI
100 SOUTH BISCAYNE BOULEVARD MIAMI FL

hereinafter called the "maker," promise to
hereinafter called the "lender," to
the sum of \$ 766.00 to the extent
advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all
able attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to
from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of
as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed
in the light of the Act. Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after
date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution
and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period. In
no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during
12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided
that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment
loan, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the
commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of
repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be in
periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note; and which the box
agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of
repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay to
Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments to
the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions
issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent on behalf of the maker, for redisbursement to the maker in accordance
with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow
account but not disbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of
prepayment, the maker shall be entitled to rebate of unearned interest computed by the Sum of Digits Formula (rule of 78ths). Pro-rata Other (Identify)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which
maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by
Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three
years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period
in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is
as a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment may
be made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be
the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations
issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as a full-time
student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after
the due date.

SIGNATURE (MAKER) <i>X Catherine N. Kidd</i>	ADDRESS 898 NW 33 AVE FT LAUDERDALE FL 33311	DATE 09/25/80
SIGNATURE (CO-MAKER)	ADDRESS	DATE

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Market-
ing Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 12/14/81

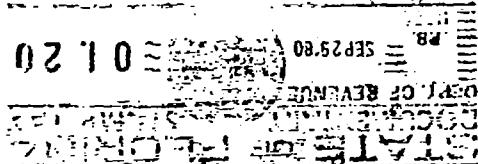
By ALLEN M. STEWART TLO
(Name and Title of Endorser)
Allen M. Stewart
Signature

"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on us,
or any of us."

Student Loan Marketing Association

Name of Lender

Larry K. Kleeberg
By: Larry K. Kleeberg
Name & Title of Authorized Officer
Date: 12/14/81



R 227

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION ROOM 563 KNOTT BUILDING TALLAHASSEE, FLORIDA 32304 PROMISSORY NOTE WITH DISCLOSURE				LENDER S E FIRST NATL BANK OF MIAMI CITY MIAMI	STATE FL
(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE 03/16/81	AMOUNT FINANCED \$ 2,453.20	DOCUMENTARY STAMP TAX \$ 3.75	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS) \$ 43.05	AMOUNT OF LOAN \$ 2,500.00
ANNUAL PERCENTAGE RATE		A) PRIOR TO BEGINNING OF REPAYMENT PERIOD 1/2 %		B) DURING REPAYMENT PERIOD 7%	

I, CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to pay SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," located 100 SOUTH BISCAYNE BOULEVARD MIAMI, FL, the sum of \$ 2,500.00 to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all reasonable attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to collect from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of 1965, as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations:

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after the date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period, but no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during a 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment of the loan, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of the repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be made in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of the repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay to the Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments cover the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, forredisbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not disbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by the Sum of Digits Formula (rule of 78ths). Pro-rata Other (Identify)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment may be made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall become immediately due and payable at the option of the lender or any other holder of this note.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as a full-time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after the due date.

SIGNATURE (MAKER) <i>Catherine N. Kidd</i>	ADDRESS 898 NW 33RD AVE FORT LAUDERDALE FL 33311	DATE 03/16/81
SIGNATURE (CO-MAKER)	ADDRESS	DATE

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Market-
ing Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 12/14/81

SOUTHEAST FIRST NATIONAL BANK OF MIAMI
By ALLEN M. STEWART ILO

(Name and Title of Endorser)

Allen M. Stewart
Signature

"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on us
or any of us."

Student Loan Marketing Association

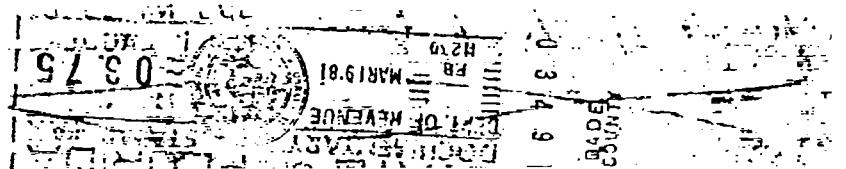
Name of Lender

Sarven V. Chavas

Re:

Larry Kleeberg / Operations Officer
Name & Title of Authorized Officer

Date:



MICROFILMED

R 22

FLORIDA STUDENT FINANCIAL ASSISTANCE COMMISSION
ROOM 563 KNOTT BUILDING
TALLAHASSEE, FLORIDA 32304
PROMISSORY NOTE WITH DISCLOSURE

LENDER
S E FIRST NATL BANK OF MIAMI
CITY
MIAMI
STATE
FL

(THIS DATE NEED NOT BE INCLUDED IF IT IS THE SAME AS THE DATE OF THE TRANSACTION)	DATE FINANCE CHARGES BEGIN TO ACCRUE	AMOUNT FINANCED	DOCUMENTARY STAMP TAX	PREPAID FINANCE CHARGES (INSURANCE PREMIUMS)	AMOUNT OF LOAN
	07/21/81	\$ 2,457.40	\$ 3.75	\$ 38.85	\$ 2,500.
ANNUAL PERCENTAGE RATE		A) PRIOR TO BEGINNING OF REPAYMENT PERIOD	1/2 %	B) DURING REPAYMENT PERIOD	7%

I, CATHERINE N KIDD 258-56-1418, hereinafter called the "maker," promise to SOUTHEAST FIRST NATIONAL BANK OF MIAMI, hereinafter called the "lender," located 100 SOUTH BISCAYNE BOULEVARD MIAMI, FL, the sum of \$2,500.00 to the extent

advanced to me, plus simple interest at the rate of 7 percent per annum on the outstanding balance of such sum and authorized late charges, all able attorney's fees, and other costs and charges necessary for the collection of any amount not paid when due. The lender will not collect or attempt to from the borrower any portion of the interest which is payable by the U. S. Government or by an escrow agent.

The maker and lender further understand and agree that:

I. The lender has applied for Florida Student Financial Assistance Commission Loan Insurance under Title IV, Part B of the Higher Education Act of as amended, hereinafter called the "Act," on all sums advanced pursuant to this note. Such terms of this note as are subject to interpretation shall be construed in the light of the Act, Applicable State Law and Federal and State Regulations.

II. Subject to the following exception, repayment of outstanding principal, and interest, shall be made over a period commencing 12 months after date on which the maker ceases to carry, at an "eligible institution," at least one-half the normal full-time academic work load, as determined by such institution and (except when paragraph V (2) applies) this period shall end not less than five nor more than ten years after the beginning of the repayment period. In no event shall the repayment period extend to a date more than 15 years from the date of execution of this note. EXCEPTION: The maker and lender, during a 12 month period preceding the start of the repayment period, may agree to a repayment period that begins sooner or is of shorter duration, provided that, in the event that the maker has requested and obtained a repayment period of less than five years, he may at any time, prior to the total repayment loan, have the repayment period extended so that the total repayment period is not less than five years. Interest shall accrue during the period prior to the commencement of repayment period but at the option of the lender need not be paid during that period. Such accrued interest shall, at the commencement of repayment period, be added to and become a part of the principal amount of the loan. Repayment of principal, together with interest thereon, shall be in periodic installments in accordance with either: (1) the terms of a separate instrument which shall be subject to the terms of this note and which the borrower agrees to execute prior to commencement of the repayment period; or (2) a repayment schedule established by the lender prior to the commencement of repayment period which will be made a part of this note.

III. The maker agrees to pay the lender, in addition to interest and principal due, an amount equal to the premiums that the lender is required to pay Florida Student Financial Assistance Commission (hereinafter called "the Commission") in order to provide insurance coverage on this note. Payments for the period of time extending from the date of execution of this note to the commencement of the repayment period (estimated in accordance with instructions issued by the Commission) shall be due and payable immediately.

IV. Maker authorizes the lender to disburse the proceeds of this note to an escrow agent, on behalf of the maker, for disbursement to the maker in accordance with instructions issued by the Commission. Lender will not attempt to collect from the maker such sums of money as have been disbursed to an escrow account but not disbursed by the escrow agent to or on behalf of the maker.

V. This note is subject also to the following conditions:

(1) The maker may at his option and without penalty prepay all or any part of the principal plus the accrued interest at any time. In the event of prepayment, the maker shall be entitled to rebate of unearned interest computed by the Sum of Digits Formula (rule of 78ths). Pro-rata Other (specify)

(2) Periodic installments of principal need not be paid, but interest shall accrue and be payable, (according to regulations) during any period (A) in which the maker is carrying, at an eligible institution, a full-time academic load, or is pursuing a course of study pursuant to a graduate fellowship program approved by the Commissioner, (B) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (C) not in excess of three years during which the maker is in service as a full-time volunteer under the Domestic Volunteer Service Act of 1973, (D) at the request of the maker, a single period in excess of twelve months, during which the maker is seeking and unable to find full-time employment or (E) not in excess of three years in which the maker is a volunteer under the Peace Corps Act. Any period described in A, B, C, D, or E shall not be included in determining the period during which repayment may be made.

(3) Notwithstanding the minimum repayment period set forth in paragraph II, the total aggregate annual payment by a maker during any year of the repayment period on all loans insured under the Act to the maker shall not, unless otherwise agreed to by lender and maker, be less than \$360 or the balance of all loans plus accrued interest, whichever is less, except that if a husband and wife both have outstanding insured loans the total combined aggregate annual payment on all such loans by husband and wife shall not be less than \$360 or the combined balance of all such loans, plus accrued interest, whichever is less.

(4) In the event of a failure to make any payment when due hereunder, the entire unpaid indebtedness including interest due and accrued thereon shall be the option of the lender or any other holder of this note become immediately due and payable.

(5) In the event of the maker's death or total and permanent disability, maker's unpaid indebtedness on this note shall be canceled pursuant to regulations issued by the Commissioner.

(6) Makers shall promptly notify the lender or any other holder of this note in writing of any change or changes in his address or his status as at least a part-time student.

(7) A late charge of 5 percent of the installment payment or \$5.00, whichever is less, may be charged on any payment made later than 10 days after the due date.

SIGNATURE (MAKER)	ADDRESS	DATE
Catherine N. Kidd	898 NW 33RD AVE FORT LAUDERDALE FL 33311	07/21/81
SIGNATURE (CO-MAKER)	ADDRESS	DATE

MICROFILM

All right, title and interest of the undersigned
is hereby assigned to the Student Loan Market-
ing Association (SLMA) without recourse ex-
cept as provided in Section 9 of the Loan Sale
Agreement between SLMA and Southeast
First National Bank of Miami dated 12/14/81

SOUTHEAST FIRST NATIONAL BANK OF MIAMI
By **ALLEN M. STEWART**, ILO

(Name and Title of Endorser)

Signature

"Pay to the order of the Florida Student Financial
Assistant Commission, without recourse on us,
or any of us."

Student Loan Marketing Association

Name of Lender

By:

Larry Kleberg
Larry Kleberg, Operations Officer

Date:



DADE
COUNTY

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

UNITED STATES of AMERICA

DEFENDANTS

CATHERINE N. KIDD

MAGISTRATE

BROWARD

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME ADDRESS AND TELEPHONE NUMBER)

THOMAS E. SCOTT, U.S. ATTORNEY (305)961-9377
99 NE 4TH ST., SUITE 300, MIAMI, FL 33132-2111

ATTORNEYS (IF KNOWN)

(d) CIRCLE COUNTY WHERE ACTION AROSE: DADE, MONROE, BROWARD, PALM BEACH, MARTIN, ST. LUCIE, INDIAN RIVER, OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

PTF DEF

PTF DEF

Citizen of This State

 1 1

Incorporated or Principal Place of Business In This State

 4 4 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

Citizen of Another State

 2 2

Incorporated and Principal Place of Business in Another State

 5 5

Citizen or Subject of a Foreign Country

 3 3

Foreign Nation

 6 6

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or ReopenedTransferred from
another district
(specify) 5 Multidistrict LitigationAppeal to District Judge from
Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

A CONTRACT	A TORTS	FORFEITURE/PENALTY	A BANKRUPTCY	A OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 26 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med Malpractice	<input type="checkbox"/> 423 Withdrawal 26 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	A PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 450 Commerce/ICC Rates/etc	
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers Liability	PERSONAL PROPERTY	<input type="checkbox"/> 460 Deportation	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans Excl. Veterans.	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 480 Selective Service	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 490 Securities/Commodities/Exchange	
<input type="checkbox"/> 160 Stockholders Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 475 Customer Challenge 12 USC 3410	
<input type="checkbox"/> 161 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	A LABOR	<input type="checkbox"/> 481 Agricultural Acts	
<input type="checkbox"/> 165 Contract Product Liability		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 482 Economic Stabilization Act	
A REAL PROPERTY	A CIVIL RIGHTS	<input type="checkbox"/> 720 Labor Mgmt Relations	<input type="checkbox"/> 483 Environmental Matters	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 730 Labor Mgmt Reporting & Disclosure Act	<input type="checkbox"/> 484 Energy Allocation Act	
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 485 Freedom of Information Act	
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 750 Other Labor Litigation	<input type="checkbox"/> 490 Appeal of Fee Determination Under Equal Access to Justice	
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 761 Empl Ret Inc Security Act	<input type="checkbox"/> 495 Constitutionality of State Statutes	
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 446 Other Civil Rights	B SOCIAL SECURITY	<input type="checkbox"/> 500 Other Statutory Actions	
<input type="checkbox"/> 250 All Other Real Property		<input type="checkbox"/> 861 HIA 1395ff.	A OR B	
		<input type="checkbox"/> 862 Black Lung 923.		
		<input type="checkbox"/> 863 DIWC DIWW (405(g))		
		<input type="checkbox"/> 864 SSID Title XVI		
		<input type="checkbox"/> 865 RSI (405(g))		
		FEDERAL TAX SUITS		
		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)		
		<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609		

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

RECOVERY OF FUNDS EXPENDED BY PLAINTIFF AS GUARANTOR OF A DEFALTED FEDERALLY INSURED STUDENT LOAN 34 CFR 682.100(4) (d)

LENGTH OF TRIAL

via 1 days estimated (for both sides to try entire case)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
□ UNDER F.R.C.P. 23DEMAND \$ 18,961.45
+ interest & costsCHECK YES only if demanded in complaint:
JURY DEMAND: YES NO

VIII. RELATED CASE(S) (See instructions):

IF ANY

JUDGE

DOCKET NUMBER

DATE

10/8/99

SIGNATURE OF ATTORNEY OF RECORD

MARY F. DOOLEY, AUSA

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE